Del. 40; *Cox* v. *People,* 82 Ill. 191; *McDade* v. *People,* 29 Mich. 50. In the principal case there was clearly solicitation of C to commit the crime, rather than an attempt by the defendant to commit embracery himself.

EQUITY—RELIEF ON CONTRACT FOR BENEFIT OF THIRD PERSON.—D Union contracted with P's predecessor to sell to the latter the entire loganberry crop of some of its members. In order to secure performance of this agreement the union entered into contracts with the several growers by which it was constituted agent to sell the crops to P's predecessor and the growers agreed to deliver their crops to P's predecessor. Upon threatened breach of these contracts P brought a bill in equity for specific performance of the contracts and injunction against sale to others. On appeal from an order sustaining the demurrer of the growers it was *held,* that the injunction should have been granted. *Phez Co.* v. *Salem Fruit Union et al.* (Ore., 1921), 201 Pac. 222.

In the instant case there are several grounds for equitable relief—character of the chattels (see next note), avoidance of multiplicity of suits, and the nature of the contract involved. In regard to the last point the court says that there is respectable authority to the effect that the proper remedy for the breach of third-party beneficiary contracts is in equity rather than law. The only authority cited is Mr. Williston's very able argument in his work on CONTRACTS, § 358, 359, in which he points out the practical advantages of determining the entire controversy in equity. However, Mr. Williston cites little authority on the subject. In *Peel* v. *Peel,* 17 W. R. 586, the beneficiary was given specific performance of a contract to pay an annuity on the ground that the promisee would suffer no pecuniary damage from the breach. In a subsequent English case, *Re Rotherham Alum & Chemical Co.,* 25 Ch. D. 103, Lord Lindley said that the beneficiary has no peculiar equity. No American cases seem to have passed squarely upon the subject. In some jurisdictions where the beneficiary cannot sue at law in his own name he is allowed to bring a bill in equity on the theory of being subrogated to the rights of his debtor. *Smith* v. *Robins,* 149 C. C. A. 324; *Palmer* v. *Bray,* 136 Mich. 85; *Green* v. *McDonald,* 75 Vt. 93. Such cases obviously afford no authority for the principal case because Oregon permits an action at law. *Davidson* v. *Madden,* 89 Ore. 209. It will be interesting to note whether, in the absence of other equitable grounds, the courts will follow Mr. Williston and the principal case.

EQUITY—SPECIFIC PERFORMANCE OF CONTRACT TO SELL CHATTELS.—For statement of facts, see preceding note on *Phez* v. *Salem Fruit Union.*

The doctrine is well settled that ordinarily contracts for the delivery of chattels will not be specifically enforced. The reason is that money damages will usually compensate the disappointed promisee and permit him to purchase other chattels of like kind. However, if the legal remedy is inadequate the contract may be specifically enforced. POMEROY ON EQUITY JURISPRUDENCE, §§ 2170, 2171. Some of the reasons for the inadequacy of the legal remedy are that the chattel is unique, that the supply is limited, or